

**Leinart Law Firm**  
11520 N. Central Expressway  
Suite 212  
Dallas, Texas 75243

Bar Number: 00794156  
Phone: (469) 232-3328

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re: **Larry Wayne Smith**  
2309 W. Colorado Blvd.  
Dallas, TX 75211

xxx-xx-2287

§  
§  
§  
§  
§

Case No: **19-33294-hdh-13**  
Date: **10/15/2019**  
Chapter 13

Debtor(s)

**DEBTOR'S(S)' CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

Plan Payment: **\$2,070.00**  
Plan Term: **60 months**  
Plan Base: **\$124,200.00**  
Applicable Commitment Period: **36 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**  
Monthly Disposable Income per § 1325(b)(2): **\$0.00**  
Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 19-33294-hdh-13  
 Debtor(s): **Larry Wayne Smith**

### MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

### SECTION I DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

#### A. PLAN PAYMENTS:

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$2,070.00 per month, months 1 to 60.

For a total of \$124,200.00 (estimated "*Base Amount*").

First payment is due 10/31/2019.

The applicable commitment period ("*ACP*") is 36 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s)* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$0.00.

#### B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

- CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
- STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
- DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE) (MONTHS __ TO __)</u>	<u>TREATMENT \$__ PER MO.</u>
----------------------	----------------------	----------	---	-----------------------------------

C. **ATTORNEY FEES:** To Leinart Law Firm, total: \$3,700.00;  
\$0.00 Pre-petition; \$3,700.00 disbursed by the *Trustee*.

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Servicing Corporation 2309 W. Colorado Blvd. Dallas, TX 75211	\$40,997.19	10/1/2019	0.00%	Month(s) 1-60	Pro-Rata

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Servicing Corporation 2309 W. Colorado Blvd. Dallas, TX 75211	59 month(s)	\$991.85	1/1/2020

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Servicing Corporation 2309 W. Colorado Blvd. Dallas, TX 75211	\$1,983.70	11/1/2019 and 12/1/2019	0.00%	Month(s) 1-60	Pro-Rata

**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
--------------------------	-------------	-------	---	---	----------------------

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
--------------------------	-------------	-------	---	--	-----------------------

Capital One Auto Finance 2010 Lexus HS250h	\$29,966.00	\$6,400.00	0.00%		Pro-Rata
---	-------------	------------	-------	--	----------

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
--------------------------	-------------	---	---	----------------------

B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
--------------------------	-------------	---	--	-----------------------

The valuation of Collateral set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the Trustee's Recommendation Concerning Claims ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the Plan per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
--------------------------	-------------	-------	-----------

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
Dallas County Tax Assessor/Collector	2309 W. Colorado Blvd. Dallas, TX 75211	\$2,926.20

**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
----------	-------------	---	-----------

**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
----------	-------------	---	-----------

JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
AT&T Direct TV	\$0.00	
AT&T Mobility	\$0.00	
Bank Of America	\$0.00	
Capital One	\$0.00	
Capital One	\$2,495.00	
Capital One Auto Finance	\$23,566.00	Unsecured portion of the secured debt (Bifurcated)
Chase Card Services	\$0.00	
Chase Card Services	\$0.00	
Chase Mortgage	\$0.00	
Citibank/The Home Depot	\$0.00	
Convergent Outsourcing, Inc.	\$2,417.75	
Credence Resource Management	\$1,710.00	
Credence Resource Management	\$837.76	
Credit One Bank	\$0.00	

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

Credit Protection Assoc. LP	\$72.72
ERC/Enhanced Recovery Corp	\$1,054.00
First PREMIER Bank	\$589.00
Flex Shopper	\$0.00
Fowell Law Firm PLLC	\$0.00
Frost Bank	\$1,557.00
LVNV Funding/Resurgent Capital	\$853.00
MRS BPO LLC	\$574.08
National Credit Adjusters, LLC	\$1,600.00
Neighborhood Credit Union	\$0.00
NTTA	\$202.00
Portfolio Recovery	\$2,434.70
Resolve Trustee Services	\$0.00
Security Credit Services	\$0.00
Southwest Credit Systems	\$864.00
Spectrum/Charter Communications	\$0.00
T-Mobile	\$0.00
Texas Department of Public Safety	\$292.60
The Cash Store	\$0.00
Toyota Financial Services	\$0.00
US BankCorp	\$0.00
Verizon Wireless	\$0.00
<b>TOTAL SCHEDULED UNSECURED:</b>	<b>\$41,119.61</b>

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 0%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
-------------	---------------	-------------	---	-----------

**SECTION II**  
**DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the Trustee shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The Trustee is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the Trustee in the amount shown as "Disbursed By The Trustee" pursuant to this Plan and the Debtor's(s') Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

---

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

---

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

Case No: 19-33294-hdh-13  
 Debtor(s): **Larry Wayne Smith**

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

**U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.



Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

---

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No: 19-33294-hdh-13  
Debtor(s): **Larry Wayne Smith**

---

**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Attorney

\_\_\_\_\_  
Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

**00794156**

State Bar Number

Case No: 19-33294-hdh-13  
 Debtor(s): **Larry Wayne Smith**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **15th day of October, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **October 15, 2019**

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

AT&T Direct TV  
 PO Box 105503  
 Atlanta, GA 30348-5503

Chase Card Services  
 xxxxxxxxxxxx7062  
 Attn: Bankruptcy  
 PO Box 15298  
 Wilmington, DE 19850

Credence Resource Management  
 xxxx5274  
 PO Box 1253  
 Southgate, MI 48195-0253

AT&T Mobility  
 PO Box 650553  
 Dallas, TX 75265-0553

Chase Card Services  
 xxxxxxxx0000  
 Attn: Bankruptcy  
 PO Box 15298  
 Wilmington, DE 19850

Credit One Bank  
 xxxxxxxxxxxx0517  
 ATTN: Bankruptcy Department  
 PO Box 98873  
 Las Vegas, NV 89193

Bank Of America  
 213  
 Attn: Bankruptcy  
 PO Box 982238  
 El Paso, TX 79998

Chase Mortgage  
 xxxxxxxx2429  
 Chase Records Center/Attn:  
 Correspondenc  
 Mail Code LA4 5555 700 Kansas Ln  
 Monroe, LA 71203

Credit Protection Assoc. LP  
 xx8316  
 PO Box 207899  
 Dallas, TX 75320-7899

Capital One  
 xxxxxxxxxxxx3584  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Citibank/The Home Depot  
 xxxxxxxxxxxx9436  
 Attn: Recovery/Centralized Bankruptcy  
 PO Box 790034  
 St Louis, MO 63179

Dallas County Tax Assessor/Collector  
 John R. Ames, CTA  
 PO Box 139066  
 Dallas, TX 75313-9066

Capital One  
 xxxxxxxxxxxx8656  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Convergent Outsourcing, Inc.  
 xxxx2114  
 Attn: Bankruptcy  
 PO Box 9004  
 Renton, WA 98057

ERC/Enhanced Recovery Corp  
 xxxxx6505  
 Attn: Bankruptcy  
 8014 Bayberry Road  
 Jacksonville, FL 32256

Capital One Auto Finance  
 xxxxxxxxxxxx1001  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Credence Resource Management  
 xxxxx5741  
 PO Box 1253  
 Southgate, MI 48195-0253

First PREMIER Bank  
 xxxxxxxxxxxx0125  
 Attn: Bankruptcy  
 PO Box 5524  
 Sioux Falls, SD 57117

Case No: 19-33294-hdh-13  
 Debtor(s): **Larry Wayne Smith**

Flex Shopper  
 2700 North Military Trail. Ste. 200  
 Boca Raton, FL 33431

NTTA  
 PO Box 660244  
 Dallas, TX 75266-0244

Texas Department of Public Safety  
 04-TR-17-01017  
 PO Box 16733  
 Austin, TX 78761-6733

Fowell Law Firm PLLC  
 1523 Yale St.  
 Houston, TX 77008

Portfolio Recovery  
 xxxxxxxxxxxx4822  
 Attn: Bankruptcy  
 120 Corporate Blvd  
 Norfolk, VA 23502

Texas Department of Public Safety  
 Enforcement and Compliance Services  
 PO Box 4087  
 Austin, TX 78773-0320

Frost Bank  
 xxxxxxxx2598  
 Po Box 1600  
 San Antonio, TX 78296

Resolve Trustee Services  
 5900 South Lake Forest Dr.  
 Suite 380  
 McKinney, TX 75070

The Cash Store  
 Attn: Bankruptcy Dept.  
 1901 Gateway Dr.  
 Irving, TX 75038

Larry Wayne Smith  
 2309 W. Colorado Blvd.  
 Dallas, TX 75211

Security Credit Services  
 xxx5575  
 Attn: Bankruptcy  
 PO Box 1156  
 Oxford, MS 38655

Tom Powers  
 105 Decker Crt, Ste 1150  
 Irving, TX 75062

LVNV Funding/Resurgent Capital  
 xxxxxxxxxxxx0517  
 Attn: Bankruptcy  
 PO Box 10497  
 Greenville, SC 29603

Servicing Corporation  
 xx7420  
 13702 Coursey Blvd. Bldg. 1  
 Baton Rouge, LA 70817

Toyota Financial Services  
 xxxxxx0858  
 Atty: Bankruptcy Dept  
 PO Box 8026  
 Cedar Rapids, IA 52409

MRS BPO LLC  
 xxxx5062  
 1930 Olney Ave  
 Cherry Hill, NJ 09003

Southwest Credit Systems  
 xxxx2705  
 4120 International Parkway  
 Suite 1100  
 Carrollton, TX 75007

US BankCorp  
 xxxxxx7500  
 Attn: Bankruptcy  
 PO Box 5229  
 Cincinnati, OH 45201

National Credit Adjusters, LLC  
 xxxxxx5200  
 327 West 4th Avenue  
 PO Box 3023  
 Hutchinson, KS 67504

Spectrum/Charter Communications  
 PO Box 790261  
 Saint Louis, MO 63179-0261

Verizon Wireless  
 xxxxxxxxxxxx0001  
 Attn: Bankruptcy  
 500 Technology Dr, Ste 550  
 Weldon Spring, MO 63304

Neighborhood Credit Union  
 xxxxxxxxxxxx0031  
 Attn: Bankruptcy  
 PO Box 803476  
 Dallas, TX 75380

T-Mobile  
 PO Box 742596  
 Cincinnati, OH 45274-2596

**Leinart Law Firm**

11520 N. Central Expressway  
Suite 212  
Dallas, Texas 75243

Bar Number: **00794156**Phone: **(469) 232-3328**

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

Revised 10/1/2016

IN RE: **Larry Wayne Smith**  
2309 W. Colorado Blvd.  
Dallas, TX 75211

xxx-xx-2287

§  
§  
§  
§  
§

CASE NO: **19-33294-hdh-13**

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS** DATED: **10/15/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	<b>\$2,070.00</b>	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$206.50	\$207.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$44.10	\$0.00
<b>Subtotal Expenses/Fees</b>	<b>\$255.60</b>	<b>\$207.00</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$1,814.40</b>	<b>\$1,863.00</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Capital One Auto Finance	2010 Lexus HS250h	\$29,966.00	\$6,400.00	1.25%	\$80.00

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$80.00**

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Servicing Corporation	2309 W. Colorado Blvd. Dallas, TX	1/1/2020	\$175,713.18	\$300,000.00	\$991.85

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$991.85**

Case No: 19-33294-hdh-13  
 Debtor(s): Larry Wayne Smith

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$80.00</b>
Debtor's Attorney, per mo:	<b>\$1,734.40</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$0.00</b>

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$991.85</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$80.00</b>
Debtor's Attorney, per mo:	<b>\$791.15</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$0.00</b>

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 10/15/2019

/s/ Marcus Leinart

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE: **Larry Wayne Smith**

CASE NO. **19-33294-hdh-13**

CHAPTER **13**

**Certificate of Service**

I hereby certify that on this date, I did serve a true and correct copy of the foregoing to the following interested parties and those listed on the attached matrix by United States Mail, First Class:

Date: **10/15/2019**

**/s/ Marcus Leinart**

**Marcus Leinart**

Attorney for the Debtor(s)

AT&T Direct TV  
PO Box 105503  
Atlanta, GA 30348-5503

Chase Mortgage  
Chase Records Center/Attn:  
Correspondenc  
Mail Code LA4 5555 700 Kansas Ln  
Monroe, LA 71203

Dallas County Tax Assessor/Collector  
John R. Ames, CTA  
PO Box 139066  
Dallas, TX 75313-9066

AT&T Mobility  
PO Box 650553  
Dallas, TX 75265-0553

Citibank/The Home Depot  
Attn: Recovery/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

ERC/Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256

Bank Of America  
Attn: Bankruptcy  
PO Box 982238  
El Paso, TX 79998

Convergent Outsourcing, Inc.  
Attn: Bankruptcy  
PO Box 9004  
Renton, WA 98057

First PREMIER Bank  
Attn: Bankruptcy  
PO Box 5524  
Sioux Falls, SD 57117

Capital One  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Credence Resource Management  
PO Box 1253  
Southgate, MI 48195-0253

Flex Shopper  
2700 North Military Trail. Ste. 200  
Boca Raton, FL 33431

Capital One Auto Finance  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Credit One Bank  
ATTN: Bankruptcy Department  
PO Box 98873  
Las Vegas, NV 89193

Fowell Law Firm PLLC  
1523 Yale St.  
Houston, TX 77008

Chase Card Services  
Attn: Bankruptcy  
PO Box 15298  
Wilmington, DE 19850

Credit Protection Assoc. LP  
PO Box 207899  
Dallas, TX 75320-7899

Frost Bank  
Po Box 1600  
San Antonio, TX 78296

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE: **Larry Wayne Smith**

CASE NO. **19-33294-hdh-13**

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #1)

Larry Wayne Smith  
2309 W. Colorado Blvd.  
Dallas, TX 75211

Portfolio Recovery  
Attn: Bankruptcy  
120 Corporate Blvd  
Norfolk, VA 23502

Texas Department of Public Safety  
PO Box 16733  
Austin, TX 78761-6733

Leinart Law Firm  
11520 N. Central Expressway  
Suite 212  
Dallas, Texas 75243

Resolve Trustee Services  
5900 South Lake Forest Dr.  
Suite 380  
McKinney, TX 75070

Texas Department of Public Safety  
Enforcement and Compliance Services  
PO Box 4087  
Austin, TX 78773-0320

LVNV Funding/Resurgent Capital  
Attn: Bankruptcy  
PO Box 10497  
Greenville, SC 29603

Security Credit Services  
Attn: Bankruptcy  
PO Box 1156  
Oxford, MS 38655

The Cash Store  
Attn: Bankruptcy Dept.  
1901 Gateway Dr.  
Irving, TX 75038

MRS BPO LLC  
1930 Olney Ave  
Cherry Hill, NJ 09003

Servicing Corporation  
13702 Coursey Blvd. Bldg. 1  
Baton Rouge, LA 70817

Tom Powers  
105 Decker Crt, Ste 1150  
Irving, TX 75062

National Credit Adjusters, LLC  
327 West 4th Avenue  
PO Box 3023  
Hutchinson, KS 67504

Southwest Credit Systems  
4120 International Parkway  
Suite 1100  
Carrollton, TX 75007

Toyota Financial Services  
Atty: Bankruptcy Dept  
PO Box 8026  
Cedar Rapids, IA 52409

Neighborhood Credit Union  
Attn: Bankruptcy  
PO Box 803476  
Dallas, TX 75380

Spectrum/Charter Communications  
PO Box 790261  
Saint Louis, MO 63179-0261

United States Trustee- Northern District  
1100 Commerce St, Rm 976  
Dallas, TX 75242

NTTA  
PO Box 660244  
Dallas, TX 75266-0244

T-Mobile  
PO Box 742596  
Cincinnati, OH 45274-2596

US BankCorp  
Attn: Bankruptcy  
PO Box 5229  
Cincinnati, OH 45201



**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE: **Larry Wayne Smith**

CASE NO. **19-33294-hdh-13**

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #2)

---

Verizon Wireless  
Attn: Bankruptcy  
500 Technology Dr, Ste 550  
Weldon Spring, MO 63304